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NPIC/TDS/D/[REDACTED]
16 November 1966

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MEMORANDUM FOR: Chief, Development Staff, TDS

THROUGH: Chief, Exploitation Systems Branch, DS

SUBJECT: Fiber-Optic Roll Film Stereoviewers Developed
[REDACTED]

REFERENCES: (A) Memorandum for the Record NPIC/P&DS/D/[REDACTED],
dated 24 August 1966

(B) [REDACTED] Letter #1264, dated 31 October
1966

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1. The subject contract is for the development of four Fiber-Optic Roll Film Stereoviewers designated 552A. The first machine, 552A-101 was accepted by PAQ on 1 November 1965 and has performed satisfactorily. The second machine -- 552A-102 was delivered to IAD and was accepted on 3 January 1966. After acceptance, IAD decided to modify their machine and the undersigned recommended that their instrument be delivered to SPAD in lieu of the 552A-104 since the SPAD instrument was not completed and remained at [REDACTED]. This procedure was followed which saved the Government the cost of shipping the IAD equipment back to the contractor's facility for rework.

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2. Before the 552A-102 was moved to SPAD it was discovered that certain deficiencies existed that had developed since the time of acceptance. Reference A dated 24 August 1966 outlined three problem areas, the most serious being the improper tracking of the objective assemblies.

3. The contract contains the following warranty:

"The Contractor warrants the equipment provided hereunder to be free from defects in materials and workmanship and further warrants the equipment completely for a period of 90 days from the date of acceptance at destination, excluding any misuse or improper handling." Emphasis supplied.

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4. Since the 552A-102 was accepted on 3 January 1966, the warranty expired on 2 April 1966 or over 4½ months before the defects were discovered. From 2 April 1966 the contractor had no legal responsibility for making any repairs on the instrument.

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5. After the 552A-102 was moved to SPAD, [REDACTED] made certain adjustments, including the aligning of the optical path, the leveling of the instrument, and eliminating other mechanical problems. However, they claim that the solution to the scanning problem is beyond the scope of the contract and recommend that a solution be found through the use of a maintenance contract as outlined in Reference B.

6. SPAD cannot properly employ the instrument in its present condition and refuses to accept the machine. They maintain that they should be in the position of obtaining the same warranty that they would receive if they were getting a new machine.

7. Regardless of where the machine is physically located -- in IAD or SPAD -- it should be repaired. Since the warranty has expired, action must be initiated to establish a maintenance contract and because Optomechanisms is the only contractor capable of repairing the instrument they should be selected for the task.

8. The section of Reference B concerning the 552A-103 should be disregarded because that machine has not been accepted; therefore, the maintenance contract would not be applicable to that instrument. The contractor still has the responsibility for that instrument.

[REDACTED]
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Development Staff, TDS

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